

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10154

KERRY R. BRITTAIN
ASSISTANT EASTERN GENERAL COUNSEL

June 2, 1983

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

RECORDATION NO. 9429-13 1425

JUN 2 1983 9 25 AM

INTERSTATE COMMERCE COMMISSION

Re: Equipment Trust Agreement between Morgan Guaranty
Trust Company of New York as Trustee, and Union
Pacific Railroad Company, dated as of June 1, 1978,
and assigned Recordation No. 9429, as Amended, with
the last such Amendment assigned Recordation No. 9429-A

Dear Mrs. Mergenovich:

Enclosed are executed Counterparts Nos. 2 through 7
of a Second Supplemental Agreement, dated as of June 1,
1983, between Morgan Guaranty Trust Company of New York,
as Trustee, and Union Pacific Railroad Company, amending and
supplementing the above captioned Equipment Trust Agreement.

After filing and recordation, five of the Counterparts
should be returned to the undersigned or given to the bearer
of this letter.

Also enclosed is a check payable to the order of the
Interstate Commerce Commission in payment of the fee associat-
ed with the filing and recordation of this document.

Very truly yours,

Kerry R. Brittain

KRB:b
Encls.

Agatha L. Mergenovich

This Second Supplemental Agreement has been executed in 8 original counterparts, of which this is Counterpart No. 2.

RECORDATION NO. 9429-B Filed 1425

SECOND SUPPLEMENTAL AGREEMENT JUN 2 1983 - 9 55 AM

BETWEEN
MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

This SECOND SUPPLEMENTAL AGREEMENT, dated as of June 1, 1983 between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company incorporated and existing under the laws of the State of New York, as Trustee (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company). (Terms used in this Supplemental Agreement shall have the same meanings as set forth in Section 1.1 of the Equipment Trust Agreement.)

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore entered into (i) an Equipment Trust Agreement, dated as of June 1, 1978, which was filed and recorded pursuant to 49 USC §11303 (formerly Section 20c of the Interstate Commerce Act) on June 8, 1978, and assigned Recordation No. 9429 and pursuant to which the Trustee has issued \$12,000,000 aggregate principal amount of Union Pacific Equipment Trust No. 5 of 1978 Equipment Trust Certificates (hereinafter called the Trust Certificates); and a First Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to 49 USC §11303 on June 11, 1982 and assigned Recordation No. 9429-A (such Equipment Trust Agreement, as amended being hereinafter called the Agreement); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has suffered a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires to transfer to the Trustee other equipment in substitution for the Trust Equipment which suffered a Casualty Occurrence and to receive as payment for such substituted equipment Replacement Funds up to the Fair Value of the substituted equipment, all in accordance with Sections 4.3 and 4.9 of the Agreement; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Sections 4.3 and 4.9 of the Agreement, desire to execute and deliver this Second Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company shall sell, assign, transfer and set over unto the Trustee, subject to all of the terms of the Agreement, the following Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Total Fair Value</u>
7	100-ton, 3625 cu. ft. capacity open top hopper cars, Class H-100-19, Union Pacific Railroad Company, builder, to be numbered UP40555 to UP40561, both inclusive	\$ 165,074

(2) Simultaneous with the transfer of the Equipment to the Trustee, the Trustee shall, pursuant to the provisions of Sections 3.4, 4.7 and 4.9 of the Agreement, pay to the Company from Replacement Funds an amount which shall not exceed the Fair Value of the Equipment transferred. The Fair Value of such Equipment and the basis for the Company's title to the Equipment shall be set forth in documents substantially in the forms provided in Section 3.4 of the Agreement.

(3) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment has originally been a part of the Trust Equipment specifically described therein.

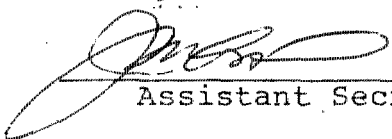
(4) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(5) This Second Supplemental Agreement has been simultaneously executed in several counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

(SEAL)

ATTEST:


Assistant Secretary

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, as Trustee

By: 

Vice President

P. J. Crooks

UNION PACIFIC RAILROAD COMPANY

(SEAL)

(SEAL)

ATTEST:


Assistant Secretary

By: 

Vice President and Treasurer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 1st day of June, 1983, before me personally appeared P. J. Crooks, to me personally known, who being by me duly sworn, says that he is a Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Sue Scalcione
Notary Public
SUE SCALCIONE
Notary Public, State of New York
No. 31-4649545
Qualified in New York County
Commission Expires March 30, 1985

On the 26th day of May, 1983, before me personally appeared L. WHITE MATTHEWS, III, to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Anna M. Wegbreit
Notary Public

ANNA M. WEGBREIT
Notary Public, State of New York
No. 01WE7601CC0
Qualified in Bronx County
Commission Expires March 30, 1984